



R A F C
R E G I O N A L
A D M I N I S T R A T I V E
F A C I L I T Y
C O R P O R A T I O N

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Bay Area Rapid Transit
District
Laura Giraud
Assistant
Secretary-Treasurer

July 16, 2010

REQUEST FOR PROPOSAL JANITORIAL SERVICES

Letter of Invitation

Dear Janitorial Service Contractor:

The Regional Administrative Facility Corporation (RAFC), Metropolitan Transportation Commission (MTC), and the Association of Bay Area Governments (ABAG) invite your firm to submit a proposal to provide janitorial service for the Joseph P. Bort MetroCenter common areas, and MTC and ABAG office space. The resulting contract will cover the period from October 1, 2010 through June 30, 2011 and may be renewed at a negotiated price for four additional one-year periods from July 1, 2011 through June 30, 2015.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses to the RFP should be submitted according to the instructions outlined herein.

Proposal Due Date

Interested firms must submit an original and four (4) hard copies of their proposal no later than **4:00 p.m. on Friday, August 13, 2010**. Proposals received after that date and time will not be considered. Proposals **must** be submitted in accordance with *Section IV, Form of Proposal*, and on the enclosed Proposal Form, *Appendix B*, in order to be considered.

Proposals will be considered firm offers to enter into a contract and perform the work described in this RFP for a period of one hundred twenty (120) days from their submission.

RAFC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below.

Robert Hoffman, Project Manager
Regional Administrative Facility Corporation
101 Eighth Street, Third Floor
Oakland, CA 94607-4700
Phone (510) 817-5723
Fax (510) 817-5855
E-Mail rhoffm@mtc.ca.gov

Background

RAFC is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 8th and Oak Streets in Oakland, CA. The MetroCenter is occupied by its three owner-members: Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments (ABAG) a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District (BART), a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.*

RAFC, MTC and ABAG are inviting firms to submit a proposal to provide janitorial service to three areas: RAFC Common area, MTC area, and ABAG area. Although BART is one of the owners, BART has no areas covered in this proposal.

Scope of Work

The scope of work is described in *Appendix A* to this RFP.

Mandatory Proposers' Conference, Addenda, Requests for Clarification or Exceptions

A mandatory proposers' conference will be held on Monday, July 26, 2010 at 1:00 p.m. in the Joseph P. Bort MetroCenter Building, 101 8th Street, 1st Floor, Oakland, in the 171 Conference Room. If a prospective bidder will be unable to attend the Bidders Conference as scheduled and would like to schedule an alternate date and time, that proposer must contact the MTC Project Manager on or before July 23, 2010, to request an alternate date. Bids will not be accepted from Proposers who do not attend the Mandatory Bidders Conference, or meet with the MTC Project Manager on an alternate date.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 PM on Wednesday, July 28, 2010 to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of the RFP. MTC, ABAG and RAFC reserve the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers.

Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, ABAG and RAFC, is the most advantageous to MTC, ABAG and RAFC, based on the evaluation criteria in *Section V*.

Contractor Selection Timetable

Monday, July 26, 2010, 1:00 p.m.	Mandatory Proposers' Conference at MetroCenter, Conference Room 171, 1 st floor Joseph P. Bort Metrocenter
4:00 PM on Wednesday, July 28, 2010	Deadline for Requests for Exceptions or Clarifications
4:00 p.m. on Friday, August 13, 2010	Closing date and time for receipt of proposals
Week of August 16, 2010 (approximate)	Interviews, <i>if held</i>
Wednesday, September 8, 2010 (approximate)	Recommendation to MTC Administration Committee, and ABAG Executive Board
Friday, October 1, 2010 (approximate)	Execution of Contracts

General Conditions

MTC will not reimburse any Contractor for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.F* of RFP).

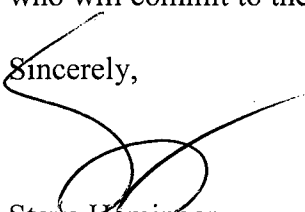
A synopsis of MTC, RAFC and ABAG's contract provisions are enclosed for your reference as *Appendix E and E-2*. If a proposer wishes to propose a change to any standard MTC or RAFC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Contractor will be deemed to accept MTC and RAFC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.F* of the RFP.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendices E-1 and E-3*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1 and E-3, Insurance Requirements*, within five (5) days of MTC and RAFC's notice to firm that it is the successful proposer. Requests to change MTC and RAFC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC and RAFC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC and RAFC determinations on requests to change insurance requirements must be brought to MTC and RAFC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC and RAFC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit RAFC, MTC, and ABAG

The President of the RAFC Board of Directors, and the Executive Directors of MTC and ABAG, based on the evaluation conducted by the selection panel, will recommend a contractor to the RAFC Board of Directors, the MTC Administrative Committee, and the ABAG Executive Board, who will commit to the expenditure of funds in connection with this RFP.

Sincerely,



Steve Heminger
MTC Executive Director
RAFC President

Sincerely,



Henry L. Gardner
ABAG Executive Director

SH: DR

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REQUEST FOR PROPOSALS

to the

REGIONAL ADMINISTRATIVE FACILITY CORPORATION,
METROPOLITAN TRANSPORTATION COMMISSION, and
ASSOCIATION OF BAY AREA GOVERNMENTS

for

JANITORIAL SERVICES

July 16, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND DESCRIPTION OF PROJECT

A. Background

RAFC is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 8th and Oak Streets in Oakland, CA. The MetroCenter is occupied by its three owner-members: Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments (ABAG), a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District (BART), a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.*

The MetroCenter is an approximately 106,000 square foot 4 story office building. RAFC owns the building. Each of the three agencies comprising RAFC, i.e., MTC, ABAG and BART, own separate office space, and they all share common areas through RAFC. The common areas are estimated to be 25,000 square feet. *BART provides it's own janitorial services for their private offices independently of this RFP.*

B. Description of Project

The janitorial service will provide building janitorial services throughout the day, and in the evening. The services requested are typical to any common office building and include: trash removal, dusting, vacuuming, and general cleaning.

In addition, the janitorial service shall provide additional services outside of the scope of work if requested by RAFC, MTC or the ABAG Project Manager.

II. MINIMUM QUALIFICATIONS

A. To be eligible to submit a proposal, a proposer must:

- Have been regularly engaged in the business of providing janitorial services for the past five (5) years;
- Have at least ten (10) employees (to guarantee backup coverage);
- Have performed successfully, within the last two (2) years, at least three (3) janitorial services contracts in excess of twenty-five thousand (\$25,000) dollars each and similar in nature to the work scope as outlined in *Appendix A*; and
- Have a main office located in the nine county Bay Area.

B. In addition to the qualifications and experience of the janitorial service, RAFC, MTC and ABAG expect the contractor to be able to:

- Perform their duties as outlined in *Appendix A*.
- Communicate problems, observations and suggestions clearly to the RAFC, MTC and ABAG personnel.

- Follow written procedures and verbal instructions.

III. WORK SCOPE

The scope of work is contained in *Appendix A*.

The Contractor will take primary direction from the Building Manager for the RAFC & MTC portions of the building. Direction for ABAG owned areas will come from the ABAG Office Manager. Contractor will begin work on October 1, 2010.

IV. FORM OF PROPOSAL

Proposers must submit an original and four (4) hard copies of their proposal no later than **4:00 p.m. on Friday, August 13, 2010** to be considered. Proposals shall include:

1. *Appendix B, Proposal Form*;
2. *Appendix C, Reference Form*;
3. On separate sheets of paper, as attachments:
 - Describe the firm's hiring and training processes;
 - Describe the firm's ability to provide reliable daytime and nighttime coverage, to add additional janitorial services as needed, and a staffing plan for the MetroCenter to assure that all work as specified in Appendix A-1, A-2 and A-3 is provided;
 - Describe how problems will be resolved, and how communication between janitorial firm and RAFC, MTC, and ABAG would be handled;
 - Describe which employees have worked on contracts for which references are provided; and
 - Proof of medical, paid overtime and sick leave benefits per Section VII, Special Conditions, Paragraph B Medical and Paid Leave Benefits of the RFP.
4. *Appendix D, Levine Act Statement*.

V. PROPOSAL EVALUATION AND SELECTION PROCESS

Proposals from proposers who meet the minimum requirements set out in Section II, Item A, will be evaluated by the following criteria, with price being approximately equal in weight to the rest of the criteria combined:

- Price;
- Experience hiring, training, and amount of staff;
- Approach to staffing plans, problem resolution and customer communication;
- Ability to respond to additional janitorial services outside of this scope of work on an as needed basis;
- References; and

- Medical, paid leave and other benefits provided to assigned staff.

At its discretion, the selection panel may recommend a Contractor based on written proposals and references alone without interviews, or may develop a “short list” of firms to be interviewed, consisting of those firm reasonably likely, on the opinion of the panel, to be awarded the contract. The panel will then make a recommendation to the RAFC Board of Directors and the MTC and ABAG Executive Directors based on the evaluation of the written proposals, references and interviews (if held). If they agree with the recommendation, they will refer it to the RAFC Board of Directors, the MTC Administration Committee and the ABAG Executive Committee for approval.

VI. GENERAL CONDITIONS

A. *Limitations*

This Request for Proposal (RFP) does not commit RAFC, MTC or ABAG to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. *Award*

All “short listed” proposers may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from discussions. RAFC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. *Binding Offer*

A signed proposal submitted to RAFC, MTC and ABAG in response to this RFP shall constitute a binding offer from Contractor to contract with RAFC, MTC and ABAG according to the terms of the proposal for a period of one hundred twenty (120) days after its date of submission, which shall be the date proposals are due to RAFC, MTC and ABAG.

D. *Contract Arrangements*

The selected Contractor will be expected to execute a contract similar to MTC and RAFC's Standard Contractor Agreement, which is summarized in *Appendix E, Synopsis of Contract Provisions*. Particular attention should be paid to MTC and RAFC's insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Project Manager. If a proposer wishes to propose a change to any provision in the standard agreement, the provision and the proposed alternative language must be specified in the proposal submitted in response to this RFP. Submission of a proposal without the requested changes shall be deemed acceptance of the standard agreement's terms and conditions.

The contract payment terms will be lump sum (firm fixed price) with monthly payments made on the basis of receipt by MTC, ABAG and RAFC of an acceptable invoice.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that RAFC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) no later than five working days (5) prior to the date proposals are due, for objections to RFP provisions, or in the case of an addendum issued during that five day period, five (5) working days after such addendum;
- 2) no later than three (3) work days after the date on which the proposer is notified that it was found to be nonresponsive; or
- 3) no later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Administrative Committee authorizes this award. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by MTC Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Administration Committee has authorized award.

VII. SPECIAL CONDITIONS

A. Injury Prevention Program

As part of RAFC, MTC and ABAG's Injury Prevention Program (IPP) established pursuant to California Labor Code § 6401.7, proposer may be required to provide the contracting agency

with a description of your IPP and, specifically, methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

B. Medical and Paid Leave Benefits

The Contractor's custodial personnel must have Contractor-provided medical insurance coverage, and provide paid leave benefits. Proof of such medical coverage and paid leave benefits must be submitted with the proposal.

C. Living Wage

Contractor's custodial personnel shall be paid, at a minimum, \$11.15 per hour, which is equivalent to the City of Oakland's minimum wage rate (with health benefits) effective July 1, 2010, specified in its Living Wage Ordinance (LWO). Subsequent to the initial contract term, for every annual renewal period, Contractor's custodial personnel shall be paid, at a minimum, the wage rate (with health benefits) specified in Oakland's LWO that is in effect on the first day of each renewal period.

D. Existing Janitorial Employees

RAFC, MTC & ABAG prefer to retain both existing night-crew & day-crew janitorial employees.

APPENDIX A-1

RAFC Scope Of Work

A. OVERVIEW OF JOSEPH P. BORT METROCENTER COMMON AREAS

The Joseph P. Bort MetroCenter is an approximately 106,659 square feet four (4) story office building plus basement (ground floor). RAFC consists of the three agencies: MTC, ABAG and BART. Each agency owns separate office space, and shares common areas through RAFC. The common areas are estimated to be 25,000 square feet.

The janitorial services to be provided under this scope of work cover the RAFC Common Areas, which are:

First Floor:

Meeting Rooms (common area)

Cafeteria (common area)

Perimeter of MetroCenter (sidewalks) and external entry (common area)

Hallways and Lobby (common area)

First Floor restrooms (common area)

Ground Floor:

RAFC and MTC General Service (copycenter and mail room, plus two (3) office areas)

RAFC and MTC shipping/receiving

Ground Floor restrooms (2) and hallways (common areas)

Parking lot areas, defined as RAFC's 15 reserved parking spaces, parking lot entrance, area outside the MTC Print Shop door, around trash compactor, and two stairwells

Other Common Areas:

Interior stairwells, elevators and penthouse

B. SUPPLIES

CONTRACTOR will provide all supplies including, but not limited to, 2 ply toilet paper, tissues, multi-fold paper towels, feminine napkins and tampons, liquid soap, hand lotion, toilet seat covers, regular & compostable food waste trash bags and toilet and urinal deodorizers. A list of all cleaning supplies to be used by CONTRACTOR (and samples if requested) shall be provided to and approved by the Project Manager prior to their use. The Material Safety Data Sheets (MSDS) for each product shall be appended to the list of supplies.

CONTRACTOR will obtain and use recycled content trash bags and use recycled paper products for the 2 ply toilet paper, tissue paper, paper towels and paper toilet seat covers. CONTRACTOR is to obtain approval from the Project Manager or designee prior to using any of the recycled products.

CONTRACTOR will supply cleaning equipment and supplies necessary for the performance of this agreement and may have access to and use of equipment in facilities located in RAFC's space that is necessary to the performance of this agreement.

C. LESS HARMFUL AND NON-TOXIC MATERIALS

To the extent practicable, Contractor will utilize:

1. Green Seal-certified cleaning products, whenever possible;
2. Cleaning or disinfecting products not containing ingredients that are identified by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health as carcinogens, mutagens, or teratogens;
3. Surfactants meeting U.S. EPA standards as "readily biodegradable;"
4. Detergents not containing phosphates;
5. Reduce or eliminate use of products that contribute to the formation of dioxin and furan compounds;
6. Processed chlorine-free or less-bleached paper for janitorial paper products; and
7. Fragrance - free products.

D. EQUIPMENT/SUPPLY STORAGE

CONTRACTOR will store equipment/supplies in designated closets and maintain these rooms in a clean and organized manner.

E. ACCESS TO BUILDING

CONTRACTOR is responsible for ensuring that janitorial staff do not bring unauthorized people into the building.

CONTRACTOR assumes responsibility for the use of security system cards issued to CONTRACTOR for access to the building by its authorized employees associated with the performance of this contract.

F. HOLIDAY SCHEDULE

CONTRACTOR is not required to provide janitorial services on the following eleven (11) RAFC holidays:

New Year's Day	Labor Day	Christmas Day
Presidents Day	Veteran's Day	
Martin Luther King, Jr.'s birthday	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Independence Day		

Holidays observed by RAFC differ from those listed for ABAG and MTC.

G. 1.5 FULL-TIME DAY WORKER(S)

CONTRACTOR shall assign one and a half (1.5) full-time day persons to the MetroCenter to perform the scope of services delineated below as well as in *Appendices A-2 and A-3*. These staff will work under the broad direction of the Project Manager, and must wear a uniform that identifies the janitorial company and employees name. The 1.5 full-time workers will also wear and respond to a cellular telephone that includes voicemail provided by CONTRACTOR for the period of the shift.

H. BUILDING WALKTHROUGH INSPECTIONS

CONTRACTOR shall conduct initial inspection to note & correct any deficiencies, and then conduct inspections monthly (at minimum) with RAFC, MTC & ABAG staff to be sure work is being performed satisfactorily.

I. GENERAL SERVICES TO BE PERFORMED

DAILY SERVICE
MetroCenter RAFC Common Areas
Monday through Friday
Between the hours of 7:00 a.m. and 4:00 p.m.

REMOVE TRASH, EMPTY RECEPTACLES, SWEEP SIDEWALKS, PARKING LOT, OUTDOORS AND PATIO

- Building perimeter sidewalks including tree planters
- Entrance stairs
- Parking lot area, defined as RAFC's fifteen (15) reserved parking spaces
- Parking lot entrance
- Area outside the MTC Copy center door
- Around trash compactor
- Two stairwells
- First Floor lobby floor
- Sidewalk surrounding building
- Ground Floor corridor
- Front and back interior stairwells from Penthouse to Ground Floor.
- Sweep after 8:00 a.m. two (2) Ground Floor and two (2) First Floor restrooms
- Sweep and damp mop Ground Floor corridors.
- Following scheduled meetings in Auditorium & Room 171 room should be checked and all food, cups & other trash should be thrown away. Tables wiped as necessary.
- Discard trash, paper & food waste streams separately.

RESTROOMS (Two (2) Ground Floor and Two (2) First Floor restrooms)

- Mop floors with approved disinfectant.
- Clean and disinfect all urinals, toilets and lavatories with approved disinfectant; as needed wipe off spots and smudges on lavatory walls.
- Polish mirrors and bright metal.
- Stock supplies (i.e., soap, tissues, seat covers, 2 ply toilet paper, paper towels, urinal and toilet deodorizers), and restock supplies throughout the day as needed.

POLISH/WIPE

- Clean and polish lobby doors (glass and metal), and elevator doors.
- All exterior doors (including Ground Floor entrance), Auditorium doors, Room 171 doors, cafeteria doors and water fountain.
- Clean and polish elevator stainless steel items both inside and outside elevator (i.e., doors, handrails, control panel).
- Dust and clean tables and chairs in the meeting rooms.
- Clean and remove spots from upholstered furniture (chairs and sofas), fabric walls and doors throughout.
- Dust, clean and polish desks, end tables and other furniture throughout.
- Clean and disinfect water fountain located in the Lobby.
- Clean the cafeteria dining area; disinfect tables and chairs; collect and remove trash and replace liners.
- When patio season is operational (March through September, depending on weather), clean and disinfect tables and chairs on patio.

WALLS

Clean and remove spots from walls outside elevators.

VACUUM

Vacuum carpets in auditorium, conference room, cafeteria, elevators, and mats in the lobby. As needed, spot clean all carpets.

OTHER DUTIES

Services outside this scope of work may be requested on an as needed basis.

WEEKLY SERVICE

MetroCenter RAFC Common Areas

Monday through Friday

Between the hours of 7:00 a.m. and 4:00 p.m.

SIDEWALKS, PARKING LOT, OUTDOORS AND PATIO

- Clean Ground Floor entrance, area around the trash compactor, two (2) external stairwells, and fifteen (15) Commissioner parking lot spaces.
- Clean and wash interior of atrium windows on the Eighth Street side of building.
- Clean stairs from kitchen to sidewalk, garbage dumpster stall (inside and outside walls and doors), and sidewalk adjacent to and near dumpster area.
- When patio season is operational (March through September, depending on weather), remove debris from patio and stairwell; clean drains; sweep clean. Wipe down all chairs and tables.

RESTROOMS

- Clean and disinfect restroom floors.
- Wash down restroom stalls and walls with approved disinfectant.

POLISH/WIPE

- Polish stainless steel bases of tables and upholstered chairs in meeting rooms and cafeteria dining area.
- Polish wood and metal tables in meeting rooms.
- Mop two internal stairwells from Penthouse to Ground Floor. Degrease floors in kitchen; clean and flush drains in kitchen and service area.

WALLS

- Remove spots and wash walls outside elevators and corridors to tunnel and printshop.
- Wipe down walls in kitchen, and dining room as necessary.

VACUUM

- Vacuum upholstered furniture, including sofas and sofa chairs.

**MONTHLY SERVICE
MetroCenter RAFC Common Areas**

- Remove spots and shampoo carpets and mats in lobby, auditorium, conference rooms, cafeteria and elevators. Move chairs and tables in auditorium, conference rooms and cafeteria to ensure full coverage when shampooing.
- Dust air vents.
- Clean and wax ground floor corridor.
- Dust overhead fixtures and glass lights.
- Clean and dust Venetian blinds in auditorium.
- Vacuum upholstered fabric walls in auditorium.
- Sweep and mop Ground Floor elevator room and electrical rooms.

- When patio season is operational (March through September, depending on weather), mop concrete patio area, including stairwell on Oak Street side.

QUARTERLY SERVICE
MetroCenter RAFC Common Areas

- Mop kitchen floors, stairs to sidewalk, garbage dumpster stall (inside and outside walls and doors), and sidewalk adjacent to and near dumpster area.
- Mop front entrance to MetroCenter and sidewalk on Eighth Street, and Ground Floor entrance to MetroCenter.
- Shampoo and steam clean sofas in First Floor Lobby.
- Every six months wax floor in First Floor Lobby.

SEMI-ANNUAL SERVICE
MetroCenter RAFC Common Areas

- Strip & wax from floors on Ground Floor.
- Strip & wax 1st floor lobby floor with an approved cleaner and apply an approved NON SLIP protective finish.
- Deep clean tile& grout in Ground Floor and First Floor restrooms.

AS-NEEDED SERVICE
MetroCenter RAFC Common Areas
Monday through Friday
Between the hours of 7:00 a.m. and 4:00 p.m.

MISCELLANEOUS AS-NEEDED SERVICES

- Unplug toilets with plunger as needed.
- Service ABAG and MTC on infrequent, ad hoc basis for incidental tasks
- Perform other miscellaneous custodial functions
- In the event of a disaster causing major damage, such as an earthquake, CONTRACTOR shall endeavor to provide janitorial services, as requested by RAFC.

APPENDIX A-2

METROPOLITAN TRANSPORTATION COMMISSION SCOPE OF WORK

Approximately 55,500 square feet

A. OVERVIEW OF MTC AREAS

MTC areas consist of the entire second and third floor, MTC/ABAG Joint Library on the first floor, and GSU Room and offices on the ground floor.

B. SUPPLIES

CONTRACTOR will provide all supplies including, but not limited to: 2-ply toilet paper, tissues, multi-fold paper towels, feminine napkins and tampons, liquid soap, hand lotion, toilet seat covers, trash bags and toilet and urinal deodorizers. A list of all cleaning supplies to be used by CONTRACTOR (and samples if requested) shall be provided to and approved by the Project Manager prior to their use. The Material Safety Data Sheets (MSDS) for each product shall be appended to the list of supplies.

CONTRACTOR will obtain and use recycled content trash bags and use recycled paper products for the 2 ply toilet paper, tissue paper, paper towels and paper toilet seat covers. CONTRACTOR is to obtain approval from the Project Manager or designee prior to using any of the recycled products.

CONTRACTOR will supply cleaning equipment and supplies necessary to the performance of this agreement and may have access to and use of equipment in facilities located in RAFC's space that is necessary to the performance of this agreement.

C. LESS HARMFUL AND NON-TOXIC MATERIALS

To the extent practicable, Contractor will utilize:

1. Green Seal-certified cleaning products, whenever possible;
2. Cleaning or disinfecting products not containing ingredients that are identified by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health as carcinogens, mutagens, or teratogens;
3. Surfactants meeting U.S. EPA standards as "readily biodegradable;"
4. Detergents not containing phosphates;
5. Reduce or eliminate use of products that contribute to the formation of dioxin and furan compounds;
6. Processed chlorine-free or less-bleached paper for janitorial paper products; and
7. Fragrance - free products.

D. EQUIPMENT/SUPPLIES STORAGE

1. CONTRACTOR will provide all supplies including, but not limited to: 2-ply toilet paper, tissues, multi-fold paper towels, feminine napkins and tampons, liquid soap, hand lotion, toilet seat covers, regular and compostable trash bags and toilet and urinal deodorizers. A list of all cleaning supplies to be used by CONTRACTOR (and samples if requested) shall be provided to and approved by the Project Manager prior to their use. The Material Safety Data Sheets (MSDS) for each product shall be appended to the list of supplies.
2. CONTRACTOR will store equipment/supplies in designated closets and maintain these rooms in a clean and organized manner.

E. ACCESS TO BUILDING

CONTRACTOR is responsible for ensuring that janitorial staff do not bring unauthorized people into the building.

CONTRACTOR assumes responsibility for the use of security system cards issued to CONTRACTOR for access to the building by its authorized employees associated with the performance of this contract.

F. HOLIDAY SCHEDULE

CONTRACTOR is not required to provide janitorial services on the following 11 MTC holidays:

New Year's Day	Labor Day	Christmas Day
Presidents Day	Veteran's Day	
Martin Luther King, Jr.'s birthday	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Independence Day	Christmas Eve Day	

Holidays observed by MTC differ from those listed for RAFC and ABAG.

G. FULL-TIME EVENING WORKERS

CONTRACTOR shall assign one or more full-time persons to MTC to perform the scope of services delineated below. Contractor assigned staff must wear a uniform that identifies the janitorial company and employees name. Work must be performed between 5:30 p.m. and 6:00 a.m. daily, Monday through Friday.

CONTRACTOR agrees that changes to the schedule specified below are not to be made without prior approval of the Project Manager.

DAILY EVENING SERVICE

MTC Areas

Monday through Friday
Between the hours of 5:30 p.m. and 2:00 a.m.

1. Remove empty boxes and other trash throughout offices. Remove all materials in the marked recycling containers from all offices, workstation modules and other locations throughout the second and third floors. Recycling materials shall be placed in the appropriate receptacles for pick-up by outside recycling companies.
2. Throughout, empty and clean wastebaskets and other waste containers, and replace inserts as needed. (Always replace wastebasket liners when they have been used for wet or organic garbage.) Remove trash, recycled paper, food waste and deposit into designated containers.
3. Throughout, perform spot removal of carpets, upholstered walls and furniture, as needed; remove smudges and spots from office doors, trim and walls, as needed.
4. Clean Corridors, Conference Rooms, Offices, and Library:
 - (a) Corridors: Remove trash and vacuum corridors; as needed, wipe off spots or smudges on walls and doors (clean glass walls with glass cleaner).
 - (b) Conference Rooms: Vacuum carpets, including corners and areas that are adjacent to walls and glass. Clear tables of trash; remove empty boxes and other trash; straighten all tables, chairs and other furniture. Empty paper and bottles/cans recycling into recycling containers in coffee rooms. Wipe clean all level surfaces of windowsills, desks, tables, side tables, and other furniture. As needed, wipe clean doorknobs, light switches and other surfaces. Daily, wipe glass top surfaces clean with glass cleaner. Clean and disinfect telephones as needed.
 - (c) Offices (Includes Computer Rooms and Graphics): Vacuum carpets, including corners and areas that are adjacent to walls and glass. Wipe clean all level surfaces of windowsills, desks, tables, side tables, and other furniture. As needed, wipe clean doorknobs, light switches and other surfaces. Daily, wipe glass top surfaces clean with glass cleaner. Clean and disinfect telephones as needed.
 - (d) Library (First Floor): Vacuum carpets, including corners and areas that are adjacent to walls and glass. Clear tables of trash; remove empty boxes and other trash; straighten all tables, chairs and other furniture. Wipe clean all level surfaces of windowsills, desks, tables, side tables, and other furniture. As needed, wipe clean doorknobs, light switches and other surfaces. Daily, wipe glass top surfaces clean with glass cleaner. Clean and disinfect telephones as needed.
 - (e) General Services Room and Offices (Ground Floor): Empty and clean waste baskets and other waste containers, and replace inserts as needed; sweep and mop floors;

wipe clean all level surfaces of desks, tables, side tables, and other furniture. As needed, wipe clean doorknobs, light switches and other surfaces.

5. Restrooms: Mop floors in restrooms with approved disinfectant; clean and disinfect all urinals, toilets and lavatories with approved disinfectant; as needed wipe off spots and smudges on lavatory walls. Polish mirrors and bright metal. Restock supplies (i.e., soap, tissues, seat covers, 2-ply toilet paper, paper towels, urinal and toilet deodorizers); remove trash and replace liners in trash receptacles.
6. Coffee and Copy Rooms:
 - (a) Mop floors in coffee and coffee/copy rooms with approved disinfectant; sweep floors in copy rooms; remove trash and replace liners in waste receptacles; restock paper towels and soap, as needed.
 - (b) Turn off coffee equipment. Straighten and organize tables and countertops; wipe clean all level surfaces of tables and other furniture; as needed, wipe clean vertical surfaces of refrigerators, walls, etc.; wipe clean microwave; wash coffee pots, miscellaneous cups, glasses, pots, bowls or utensils on counter or in sink; sanitize water cooler spouts. Neatly arrange coffee pots and other items in presentable manner.
7. Clean and polish drinking fountains.
8. Maintain janitorial closet in clean and orderly manner. Check and stock supplies twice per week, or as necessary.
9. At end of cleaning shift, turn off all lights. At end of shift, turn off all lights in corridors except those required to be left on for safety. Be sure to leave all office doors as they were found ie: open/closed, locked/unlocked.

DAILY DAYTIME SERVICE

MTC Areas

Second & Third Floor Restrooms (Seven) and Coffee Rooms (Four)

Monday through Friday

Between the hours of 7:30 a.m. and 4:00 p.m.

1. Once each morning and once each afternoon, or more frequently as needed, restock all third floor restrooms with toilet paper, seat covers, Kleenex, soap and paper towels.
2. Daily around 1:00 p.m., remove trash and garbage from coffee and coffee/copy rooms.
3. Daily, after lunch.
 - Clean refrigerators/microwave ovens
 - Empty all paper shredders

WEEKLY SERVICE

MTC Areas

Second and Third Floor Coffee Rooms and MTC Employee Parking Lot
Monday through Friday
Between the hours of 5:30 p.m. and 2:00 a.m.

1. On Fridays, clean and clear five refrigerators, including freezers. Save only items marked "SAVE.", or with employee's name. DO NOT DISCARD NON-PERISHABLE ITEMS, such as unopened drinks and DO NOT DISCARD CONDIMENTS, such as mayonnaise, salad dressings, mustard, etc.
2. Remove all debris, trash, leaves, fallen branches and twigs from employee parking lot located under freeway on Madison Street (between 5th and 6th Streets).

MONTHLY SERVICE

MTC Areas

Second and Third Floor, including Second and Third Floor Deck, GSU Room 046 on
Ground Floor and First Floor, Library
Monday through Friday
Between the hours of 5:30 p.m. and 2:00 a.m.

1. Dust
 - All Venetian blinds
 - All wood panel surfaces
 - All partition tops glass tabletops included, bookcases, door and window ledges and casings
 - All library shelves on First Floor
 - Overhead light fixtures that are suspended from the ceilings.
2. Clean and polish
 - Fronts and tops of all counters
 - Level surfaces of desks, glass table tops, tables and other furniture throughout (in offices, modules, copy rooms, coffee/copy room
 - All chrome-based tables and chairs throughout (in individual offices, conference rooms and modules)
3. Vacuum upholstered furniture in offices, modules and conference rooms; vacuum upholstered walls/panels throughout, and under floor mats.
4. Clean, wax (if appropriate) and machine polish with approved products all tile floors in coffee rooms, copy/coffee rooms, Room 042 and 046, and restrooms.
IMPORTANT: Computer Rooms # 237, 251, 253 and 287 must be waxed/sealed with Armstrong S-392 SDT Floor Polish ONLY.

5. Wash down restroom stalls and walls with approved disinfectant. In addition, use stainless polish on those portions that have a stainless steel finish (second floor).
6. Clean and disinfect all telephones.
7. Clean Deck on 1st, 2nd & 3rd floors: Remove debris; clean drains; sweep clean

**QUARTERLY SERVICE
MTC Areas**

1. Wash and clean office glass partitions, ceiling glass partitions and inside perimeter windows. Schedule to be worked out with Project Manager.
2. Remove dust and clean refrigerator coils located at bottom and/or back of all five refrigerators. Schedule to be worked out with Project Manager.
3. Clean and wash interior sky light window located above the east side corridor on the Third Floor. Schedule to be worked out with Project Manager.
4. Clean and shampoo carpets throughout, and upholstered chairs, Room 354, Room 360 and in First Floor Library (Room 160).

**ANNUAL SERVICE
MTC Areas**

Once per year strip wax from all waxed floors, and re-seal with new wax.

APPENDIX A-3

ASSOCIATION OF BAY AREA GOVERNMENTS SCOPE OF WORK

Approximately fourteen-thousand nine hundred (14,900) square feet

A. OVERVIEW OF ABAG AREAS

ABAG areas consist of the majority of the first floor offices and room 153.

B. SUPPLIES

CONTRACTOR will provide all supplies including, but not limited to, 2 ply toilet paper, tissues, multi-fold paper towels, feminine napkins and tampons, liquid soap, hand lotion, toilet seat covers, trash bags and toilet and urinal deodorizers. A list of all cleaning supplies to be used by CONTRACTOR (and samples if requested) shall be provided to and approved by the Project Manager prior to their use. The Material Safety Data Sheets (MSDS) for each product shall be appended to the list of supplies.

CONTRACTOR will obtain and use recycled content trash bags and use recycled paper products for the 2 ply toilet paper, tissue paper, paper towels and paper toilet seat covers. CONTRACTOR is to obtain approval from the Project Manager or designee prior to using any of the recycled products.

CONTRACTOR will supply cleaning equipment and supplies necessary to the performance of this agreement and may have access to and use of equipment in facilities located in RAFC's space that is necessary to the performance of this agreement.

C. LESS HARMFUL AND NON-TOXIC MATERIALS

To the extent practicable, Contractor will utilize:

1. Green Seal-certified cleaning products, whenever possible;
2. Cleaning or disinfecting products not containing ingredients that are identified by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health as carcinogens, mutagens, or teratogens;
3. Surfactants meeting U.S. EPA standards as "readily biodegradable;"
4. Detergents not containing phosphates;
5. Reduce or eliminate use of products that contribute to the formation of dioxin and furan compounds;
6. Processed chlorine-free or less-bleached paper for janitorial paper products; and
7. Fragrance - free products.
8. Aerosols with pump dispensers if available.
8. No triclosan containing products are permitted.

D. EQUIPMENT/SUPPLY STORAGE

CONTRACTOR will store equipment/supplies in designated closets and maintain these rooms in a clean and organized manner. CONTRACTOR will supply cleaning equipment and supplies necessary to the performance of this agreement (including vacuum with the ability to remove staples from carpet) and may have access to and use of equipment in facilities located in ABAG's space that is necessary to the performance of this agreement.

E. ACCESS TO BUILDING

CONTRACTOR is responsible for ensuring that custodial staff do not bring unauthorized people into the building.

CONTRACTOR assumes responsibility for the use of security system cards issued to CONTRACTOR for access to the building by its authorized employees associated with the performance of this contract.

F. HOLIDAY SCHEDULE

CONTRACTOR is not required to provide janitorial services on the following eleven (11) ABAG holidays:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King, Jr. 's birthday	Labor Day	Day after Thanksgiving
Presidents Day	Columbus Day	Christmas Day
Memorial Day	Veteran's Day	

Holidays observed by ABAG differ from those listed for RAFC and MTC.

G. FULL-TIME EVENING WORKERS

CONTRACTOR shall assign one or more persons to ABAG to perform the scope of services delineated below. Contractor assigned staff must wear a uniform that identifies the janitorial company and employees name. Work must be performed between 6:00 p.m. and 6:00 a.m. daily, Monday through Friday.

CONTRACTOR agrees that changes to the schedule specified below are not to be made without prior approval of the Project Manager.

DAILY EVENING SERVICE
ABAG Areas
Monday through Friday
Between the hours of 6:00 p.m. and 7:00 a.m.

1. Throughout, empty and clean wastebaskets and other waste containers, and replace inserts as needed. (Always replace wastebasket liners when they have been used for wet or organic garbage.) Remove trash and deposit into designated containers.
2. Throughout, perform spot removal of carpets, upholstered walls and furniture, as needed; remove staples from carpets, remove smudges and spots from office doors, trim, light switches and walls, as needed.
3. Clean Corridors, Conference Rooms and Offices
 - (a) Corridors: Remove trash and vacuum corridors; wipe off spots or smudges on walls and doors (clean glass walls with glass cleaner). Mop linoleum floors, clean door kick plates.
 - (b) Offices and Conference Rooms: Vacuum carpets including corners and areas adjacent to wall and glass. Clear tables of trash; remove empty boxes and other trash; straighten all tables, chairs and other furniture. Wipe clean all level surfaces of windowsills, desks, tables, side tables, and other furniture. Wipe clean doorknobs, light switches and other surfaces. Daily, wipe glass top surfaces clean with glass cleaner. Clean and disinfect telephones, as needed.
4. Restrooms:
Mop floors in restrooms with approved disinfectant; clean and disinfect all urinals, toilets tops, bottoms and sides of lavatories with approved disinfectant; wipe off spots and smudges on lavatory walls. Polish mirrors and bright metal. Restock supplies (i.e., soap, hand lotion, tissues (Kleenex), toilet seat covers, 2 ply toilet paper and seat covers, paper towels, urinals and toilet deodorizers, feminine hygiene supplies); remove trash and replace liners in trash receptacles (11:00 am and evening).
5. Coffee, Copy, Publications and Map Rooms:
 - (a) Mop floors in coffee, copy, publication and map rooms with approved disinfectant; sweep floors in copy rooms; remove trash and replace liners in waste receptacles; restock paper towels and soap, as needed.
 - (b) Turn off coffee equipment and toaster. Straighten and organize tables and countertops; wipe clean all level surfaces of tables, bookcases and other furniture, wipe clean vertical surfaces of refrigerators, walls, etc.; wipe clean microwaves, wash coffee pots, miscellaneous cups, glasses, pots, bowls or utensils on counter or in sink; wash water cooler spouts. Neatly arrange coffee pots, coffee, sugar, stirrer containers and other items in presentable manner.

6. Clean and polish drinking fountain.
7. Maintain janitorial closet in clean and orderly manner. Check and stock supplies twice per week.
8. At end of cleaning each office, turn off all its lights. At end of shift, turn off all lights in corridors except those required to be left burning for safety. Close windows, office doors and other doors.

DAILY DAYTIME SERVICE

ABAG Areas

First Floor Restrooms (2) and Coffee Rooms

Monday through Friday

Between the hours of 6:30 a.m. and 4:00 p.m.

1. Once each morning (11:00 am), or more frequently as needed, restock all 1st floor restrooms with 2-ply toilet paper, seat covers, tissues (Kleenex), soap, paper towels and feminine hygiene supplies)
2. Daily at approximately 2:00 pm., remove trash and garbage from coffee room and coffee/copy rooms.

WEEKLY SERVICE

ABAG Areas

Monday through Friday

Between the hours of 6:30 a.m. and 4:00 p.m.

On Fridays, clean and clear refrigerator, including freezer. Save only items contained in the box marked "save." DO NOT DISCARD NON-PERISHABLE ITEMS, such as unopened drinks and DO NOT DISCARD CONDIMENTS, such as mayonnaise, salad dressings, mustard, etc.

1. Dust windowsills

MONTHLY SERVICE

ABAG Areas

Monday through Friday

Between the hours of 6:30 a.m. and 4:00 p.m.

1. Dust
 - All Venetian blinds
 - All wood panel surfaces
 - All partition tops glass tabletops included, bookcases, door and window ledges and casings
2. Clean and polish
 - Fronts and tops of all counters

- Level surfaces of desks, glass table tops, tables and other furniture throughout (in offices, modules, copy rooms, coffee/copy rooms, conference rooms)
 - All chrome-based tables and chairs throughout (in individual offices, conference rooms and modules)
3. Vacuum upholstered furniture in offices, modules and conference rooms; vacuum upholstered walls and panels throughout, and under floor mats.
 4. Clean, wax (if appropriate) and machine polish with approved products all tile floors in coffee rooms, copy/coffee rooms, map rooms, hall, corridors and restrooms.
 5. Wash down restroom stalls and walls with approved disinfectant.
 6. Clean and disinfect all telephones.
 7. Clean Deck: Remove debris; clean drains; sweep clean. Wipe down all chairs and tables.

QUARTERLY SERVICE
ABAG Areas

1. Wash and clean office glass partitions, ceiling glass partitions and inside perimeter windows. Schedule to be worked out with Project Manager.
2. Clean and shampoo carpets throughout, and sofas and sofa chairs in reception area and restroom.

APPENDIX B
PROPOSAL FORM

I. Base price quotation for a one-year period from October 1, 2010 through June 30, 2011*	<u>Cost</u>
ABAG	\$
MTC	\$
RAFC	\$

* Please insert firm fixed-price lump-sum price that includes labor, materials and equipment, and all applicable surcharges such as taxes, insurance, overhead and profit, to provide services in accordance with *Appendices A-1, A-2 and A-3*.

The prices above MUST include all disposable products.

II. Additional Price Quotations	
(Applicable to work not specified in Appendices A-1, A-2 and A-3)	
Labor Rate	<u>Cost per Hour</u>
Regular time	\$
Overtime	\$

III. Proposer's Qualifications Certification (check one)	Yes	No
Proposer has been regularly engaged in the business of providing janitorial services for the past five (5) years.		
Proposer has at least ten (10) employees (to guarantee back-up coverage)		
Proposer has successfully performed, within the last two (2) years, at least three janitorial service contracts, in excess of \$25,000 each and similar in nature to the work scope as outlined in Appendix A.		
Does your company currently have a main office located within the nine county Bay Area?		

IV. Attachments

Attach separate sheets of paper that:

- Describe the firm's hiring and training processes;
- Describe the firm's ability to provide reliable daytime and nighttime coverage, to add additional janitorial services as needed, and a staffing plan for the MetroCenter to assure that all work as specified in Appendix A-1, A-2 and A-3 is provided;
- Describe how problems will be resolved, and how communication between janitorial firm and RAFC, MTC, and ABAG would be handled;
- Describe which employees have worked on contracts for which references are provided;

- Proof of medical, paid overtime and sick leave benefits per Section VII, Special Conditions, Paragraph B Medical and Paid Leave Benefits of the RFP; and
- Current paid leave, overtime, and other relevant employee benefit policies.

V. Signature of Authorizing Official

Name of Bidding Company	
Address	
E-Mail	
Phone Number	
Fax Number	
License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable wage, leave, health benefit, insurance and bonding requirements) listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

APPENDIX C
CONTRACTOR'S REFERENCE FORM

Name of Proposing Company

Representative Name & Title

Phone Number

References must not be relatives of the contractor's representative or owners. The references given must be for clients with contracts in excess of \$25,000 each and similar in nature to the work scope as outlined in Appendix A and performed within the last two years. Two of the references must be for janitorial services performed in comparable office buildings.

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

APPENDIX D
CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E
SYNOPSIS OF CONTRACT PROVISIONS
MTC & RAFC'S STANDARD CONSULTANT AGREEMENT

The selected Contractor will be required to sign MTC and RAFC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC and RAFC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC and RAFC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC and RAFC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC and RAFC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC and RAFC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC and RAFC, less the costs to MTC and RAFC of rebidding.

Insurance Requirement: See *Appendix E-I, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC and RAFC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC and RAFC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC and RAFC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC and RAFC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC and RAFC Data") made available to the Consultant by MTC and RAFC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and RAFC and shall be returned to MTC and RAFC at the completion or termination of this Agreement. No license to such MTC and RAFC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC and RAFC Data. Any updates, revisions, additions or enhancements to such MTC and RAFC Data made by the Consultant in the context of the Project shall be the property of MTC and RAFC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work

Product”) written or produced by the Consultant under this Agreement and provided to MTC and RAFC as a deliverable shall be the property of MTC and RAFC. Consultant will be required to assign all rights in copyright to such Work Product to MTC and RAFC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC and RAFC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC and RAFC. MTC and RAFC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC and RAFC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX E-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC and RAFC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, ABAG, BART, and RAFC, and their commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Employee Theft Insurance/Crime Insurance.</u> An Employee Theft insurance policy covering CONTRACTOR'S employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: Employee Dishonesty \$100,000 Client Property Blanket Bond \$100,000

	<p>CONTRACTOR shall reimburse MTC and RAFC for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.</p> <p>In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming the MTC and RAFC.</p>
_____	<p><u>Property Insurance</u> covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC and RAFC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC and RAFC. If such insurance coverage has a deductible, the CONTRACTOR shall also be liable for the deductible.</p>

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC and RAFC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC and RAFC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC and RAFC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E-2
SYNOPSIS OF CONTRACT PROVISIONS
ABAG'S STANDARD CONTRACTOR AGREEMENT

The selected Contractor will be required to sign ABAG'S standard Contractor agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of ABAG's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for services. **THE ACTUAL LANGUAGE OF THE STANDARD CONTRACTOR AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Independent Contractor: Contractor renders services under this contract as an independent contractor. None of Contractor's agents or employees shall be agents or employees of ABAG, unless otherwise agreed to by ABAG.

Subcontracting: Contractor may not subcontract any of the services provided for under this contract without the express written approval of ABAG, which approval shall not be unreasonably withheld. Upon termination of any subcontract, ABAG shall be notified immediately.

Termination for Cause: ABAG may terminate this contract for cause by giving not less than five (5) days prior written notice of such termination. Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to ABAG for damages sustained by ABAG by virtue of any breach of the contract by Contractor, and ABAG may withhold any payment to Contractor for the purpose of set-off until such time as the exact amount of damage due ABAG from Contractor is determined.

Termination for Convenience: ABAG may terminate this contract at any time by giving not less than thirty (30) days prior written notice of termination to Contractor which shall specify the effective date thereof. Contractor shall be paid for services actually performed.

Hold Harmless. Contractor shall hold harmless, defend at its own expense and indemnify ABAG against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract.

Insurance Requirement: See E-3.

APPENDIX E-3

ABAG INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).

Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

Verification of Coverage. Contractor shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by ABAG or on other than ABAG's forms provided those endorsements conform to ABAG requirements. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.